

JUDGE: Marc Barreca
CHAPTER: 7

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In Re:

ALLEN, DONNA I

Debtor(s).

No. 14-14184-MLB

**EX PARTE APPLICATION FOR
ORDER AUTHORIZING
EMPLOYMENT OF REAL ESTATE
AGENT FOR ESTATE**

Edmund Wood, the duly appointed Chapter 7 Trustee in the above-captioned bankruptcy case, applies to this Court for authority to employ Chad Tharp, as real estate agent for the trustee and in support thereof states as follows:

1. On May 29, 2014, the above-named debtor(s) filed a Chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Western District of Washington at Seattle, and on May 29, 2014, Edmund Wood was appointed as the chapter 7 trustee of the estate.

2. The trustee desires to hire Chad Tharp to sell real property on behalf of the estate on a 6% commission basis, subject to Court approval after notice and a hearing. A copy of the proposed listing agreement is attached.

3. The trustee is aware of no connections between Chad Tharp, and the debtor, creditors, any party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee other than as set forth above. No notice to creditors or interested parties of this motion is necessary pursuant to 11 U.S.C. section 102(1) and FRBP 2002.

WHEREFORE, the trustee applies to the Court for an order authorizing the employment of Chad Tharp to list and sell property of the estate as described in this application as of the date this application

1 and order are submitted to the office of the United States Trustee, with all compensation subject to Court
2 order upon notice to creditors and a hearing.

3 DATED: August 25, 2014

4
5 /s/ Edmund Wood

6 Edmund Wood, WSBA #03695
7 Chapter 7 Trustee

8 I CERTIFY that on August 25, 2014, under penalty of perjury that I caused a copy of the
9 foregoing document to be delivered to the U.S. Trustee by email at:
10 USTPRegion18.SE.ECF@usdoj.gov

11 /s/ Edmund Wood

12 Edmund Wood, WSBA #03695
13 Chapter 7 Trustee

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Tharp - App to Hire

EXCLUSIVE SALE AND LISTING AGREEMENT

Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184

_____ ("Seller") 1
 hereby grants to Keller Williams Eastside , ("Real Estate Firm" or "Firm") 2
 from date hereof until midnight of 1/31/16 ("Listing Term"), the sole and exclusive right 3
 to submit offers to purchase, and to receipt for deposits in connection therewith, the real property ("the Property") 4
 commonly known as 9022 Dayton Ave N, Seattle WA 98103 5
 in the City of Seattle , County of King , State of Washington, Zip 98103 ; 6
 to be listed at \$ 360000 and legally described as: LOT _____ , BLOCK _____ , 7
 DIVISION _____ , VOL _____ , PAGE _____ 8
 _____ . 9

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" 10
 includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to 11
 purchase. 12
2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint Chad Tharp 13
 as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers 14
 who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with 15
 Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf 16
 as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker 17
 ("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual 18
 agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and 19
 Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire 20
 commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. 21
 Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 22
3. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and photographs of 23
 the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on 7/30/14 ("List Date"), 24
 which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure 25
 of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for 26
 the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any 27
 manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, 28
 newspapers, open houses, previews, showings, or tours. 29
4. **COMMISSION.** If during the Listing Term (a) Seller sells the Property and the buyer does not terminate the agreement 30
 prior to closing; or (b) after reasonable exposure of the Property to the market, Firm procures a buyer who is ready, 31
 willing, and able to purchase the Property on the terms in this Agreement, Seller will pay Firm a commission of (fill in 32
 one and strike the other) 6 % of the sales price, or \$ _____ ("Total Commission"). From the 33
 Total Commission, Firm will offer a cooperating member of MLS representing a buyer ("Selling Firm") a commission of 34
 (fill in one and strike the other) 2 % of the sales price, or \$ _____. Further, if Seller shall, within six 35
 months after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought 36
 through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or through 37
 Firm, during the Listing Term, Seller will pay Firm the above commission. Provided, that if Seller pays a commission to a 38
 member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be 39
 reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without 40
 legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether 41
 Seller pays a commission to another MLS member. Selling Firm is an intended third party beneficiary of this Agreement. 42
5. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient 43
 to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its 44
 assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of 45
 the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. Firm will not 46
 represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW 47
 unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases 48
 property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to 49
 continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 50
 the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 51

Seller_____
Seller

EXCLUSIVE SALE AND LISTING AGREEMENT*Continued*

- 6. KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm first making reasonable efforts to obtain Seller's approval.
- 7. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the attached pages to this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on adjacent property or on the Property. Seller authorizes Firm to provide the information in this Agreement and the attached pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect.
- 8. CLOSING COSTS.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing.
- 9. MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement.
- 10. DISCLAIMER/SELLER'S INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property and/or to any personal property therein, including entry by the master key to the keybox and/or at open houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy.
- 11. FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property.
- 12. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate.
- 13. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm.
- 14. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

DATED THIS 29 DAY OF July, 2014. Are the undersigned the sole owner(s)? ☒ YES ☐ NO

FIRM (COMPANY) Keller Williams Eastside SELLER: Edmund J. Wood

BY: 37131A37B3C3494... SELLER: EZAB0B16DE234DE

Form 7B
Seller Info Undisclosed
Rev. 8/11
Page 1 of 1

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Seller's Information Undisclosed

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

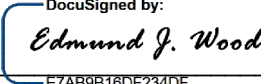
Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 _____ ("Seller")
hereby requests that Keller Williams Eastside _____, ("Listing Firm")
impose the following restriction on showing and sale of the real property located at:
9022 Dayton Ave N, Seattle WA 98103 _____ ("the Property").

The Property's listing information includes the property owner's name and phone number, which are only made available to other real estate brokers, not the public.

Seller requests that ☒ Seller's name; ☒ Seller's phone number (206-623-4382) be omitted from the information included in the Property's listing and shall not be made available to other real estate brokers.

A buyer's broker is permitted to contact Seller to inform Seller that the broker has an offer or counteroffer to present to Seller, after the buyer's broker informs the Listing Firm of the offer. A buyer's broker is also permitted to contact Seller to present an offer or counteroffer to Seller if the Listing Firm fails to timely respond to buyer's broker. In addition, under certain circumstances, a buyer's broker may contact Seller to schedule a showing of the Property.

Seller understands that this restriction may delay the presentation of an offer if the Listing Firm is unavailable at the time of the offer or counteroffer. Seller understands that this restriction may limit the number of potential buyers that view the Property if the Listing Firm is unavailable at the time a potential buyer wishes to view the Property. Seller also understands that this restriction may inhibit the sale of the Property.

Seller's Signature:  _____ Date: 7/29/14 _____
E7AB9B16DF234DF...

Seller's Signature: _____ Date: _____

Form 7G
Third Party Fee
Rev. 8/11
Page 1 of 1

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Third Party Fee

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Northwest Multiple Listing Service
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hereby requests that Keller Williams Eastside _____, ("Listing Firm")
impose the following restriction on showing and sale of the real property located at:
9022 Dayton Ave N, Seattle WA 98103 _____ ("the Property").


Seller requests that the buyer pay a separate, lawful fee to a third party as detailed below.

Seller understands that this restriction may limit the number of potential buyers that view the Property because some buyers may not be willing to pay such a fee. Seller also understands that this restriction may inhibit the sale of the Property.

Amount of Fee: \$ See Attached Exhibit B

Third Party Receiving Fee (Company Name): Edmund J. Wood, Bankruptcy Trustee

Reason for Fee:
11 USC 326

Seller's Signature:  _____ Date: 7/29/14

Seller's Signature: _____ Date: _____

Form 7G
Third Party Fee
Rev. 8/11
Page 1 of 1

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Third Party Fee

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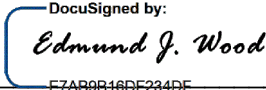
Seller requests that the buyer pay a separate, lawful fee to a third party as detailed below.

Seller understands that this restriction may limit the number of potential buyers that view the Property because some buyers may not be willing to pay such a fee. Seller also understands that this restriction may inhibit the sale of the Property.

Amount of Fee: \$ See Attached Exhibit B

Third Party Receiving Fee (Company Name): Edmund J. Wood, Bankruptcy Trustee

Reason for Fee:
11 USC 326

Seller's Signature:  _____ Date: 7/29/14

Seller's Signature: _____ Date: _____

Form 18
Amendment to Exclusive Listing Agreement
Rev. 5/13
Page 1 of 1

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AMENDMENT TO EXCLUSIVE LISTING AGREEMENT

This amends the Exclusive Listing Agreement ("Agreement") dated 7/29/14 , 1
between Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 ("Seller") 2
and, Keller Williams Eastside ("Firm") 3
concerning the property, listing no. _____, commonly known as 9022 Dayton Ave N , 4
in the City of Seattle _____, County of King _____, State of WA, Zip 98103 . 5

SELLER AND FIRM AGREE AS FOLLOWS: 6

- ☐ **Price Change.** The listing price is changed to \$ _____ . 7
- ☐ **Agreement Extended.** The Agreement is extended until midnight of _____ . 8
If the Agreement expired prior to the parties' execution of this Amendment, the Agreement (and any prior 9
Amendments thereto) are incorporated herein by this reference and this Amendment shall constitute a new 10
Exclusive Listing Agreement. 11
- ☒ **Other:** 12

Seller Authorizes Listing Broker to change the listing price at Listing Broker's discretion as needed to procure a buyer 13
comply with a lender's pricing requirements. 14

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged. 24

DATED THIS 29 DAY OF July _____, 2014 _____ 25

FIRM (COMPANY) Keller Williams Eastside SELLER Edmund J. Wood 26
BY 37131A57B3C5494... SELLER _____ 27

EXHIBIT "B"**Edmund J. Wood, Chapter 7 Bankruptcy Trustee**

Allen (Donna)

14-14184

Trustee Fee Calculations

\$50,000 - \$235,000 = \$15,000

\$240,000 - \$1,000,000 = 5.5% + \$3,250.00

\$1,000,000 and higher = 3% + \$25,750.00

Value	Fee
\$240,000.00	\$15,250.00
\$245,000.00	\$15,500.00
\$250,000.00	\$15,750.00
\$255,000.00	\$16,000.00
\$260,000.00	\$16,250.00
\$265,000.00	\$16,500.00
\$270,000.00	\$16,750.00
\$275,000.00	\$17,000.00
\$280,000.00	\$17,250.00
\$285,000.00	\$17,500.00
\$290,000.00	\$17,750.00
\$295,000.00	\$18,000.00
\$300,000.00	\$18,250.00
\$305,000.00	\$18,500.00
\$310,000.00	\$18,750.00
\$315,000.00	\$19,000.00
\$320,000.00	\$19,250.00
\$325,000.00	\$19,500.00
\$330,000.00	\$19,750.00
\$335,000.00	\$20,000.00
\$340,000.00	\$20,250.00
\$345,000.00	\$20,500.00
\$350,000.00	\$20,750.00
\$360,000.00	\$21,250.00
\$370,000.00	\$21,750.00
\$380,000.00	\$22,250.00
\$390,000.00	\$22,750.00
\$400,000.00	\$23,250.00
\$410,000.00	\$23,750.00
\$420,000.00	\$24,250.00
\$430,000.00	\$24,750.00
\$440,000.00	\$25,250.00
\$450,000.00	\$25,750.00

Value	Fee
\$460,000.00	\$26,250.00
\$470,000.00	\$26,750.00
\$480,000.00	\$27,250.00
\$490,000.00	\$27,750.00
\$500,000.00	\$28,250.00
\$510,000.00	\$28,750.00
\$520,000.00	\$29,250.00
\$530,000.00	\$29,750.00
\$540,000.00	\$30,250.00
\$550,000.00	\$30,750.00
\$560,000.00	\$31,250.00
\$570,000.00	\$31,750.00
\$580,000.00	\$32,250.00
\$590,000.00	\$32,750.00
\$600,000.00	\$33,250.00
\$610,000.00	\$33,750.00
\$620,000.00	\$34,250.00
\$630,000.00	\$34,750.00
\$640,000.00	\$35,250.00
\$650,000.00	\$35,750.00
\$660,000.00	\$36,250.00
\$670,000.00	\$36,750.00
\$680,000.00	\$37,250.00
\$690,000.00	\$37,750.00
\$700,000.00	\$38,250.00
\$710,000.00	\$38,750.00
\$720,000.00	\$39,250.00
\$730,000.00	\$39,750.00
\$740,000.00	\$40,250.00
\$750,000.00	\$40,750.00
\$760,000.00	\$41,250.00
\$770,000.00	\$41,750.00
\$780,000.00	\$42,250.00

Value	Fee
\$790,000.00	\$42,750.00
\$800,000.00	\$43,250.00
\$810,000.00	\$43,750.00
\$820,000.00	\$44,250.00
\$830,000.00	\$44,750.00
\$840,000.00	\$45,250.00
\$850,000.00	\$45,750.00
\$860,000.00	\$46,250.00
\$870,000.00	\$46,750.00
\$880,000.00	\$47,250.00
\$890,000.00	\$47,750.00
\$900,000.00	\$48,250.00
\$910,000.00	\$48,750.00
\$920,000.00	\$49,250.00
\$930,000.00	\$49,750.00
\$940,000.00	\$50,250.00
\$950,000.00	\$50,750.00
\$960,000.00	\$51,250.00
\$970,000.00	\$51,750.00
\$980,000.00	\$52,250.00
\$990,000.00	\$52,750.00
\$1,000,000.00	\$53,250.00

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 property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to 49
 continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 50
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Seller_____
Seller

EXCLUSIVE SALE AND LISTING AGREEMENT*Continued*

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- 7. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the attached pages to this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on adjacent property or on the Property. Seller authorizes Firm to provide the information in this Agreement and the attached pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect.
- 8. CLOSING COSTS.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing.
- 9. MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement.
- 10. DISCLAIMER/SELLER'S INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property and/or to any personal property therein, including entry by the master key to the keybox and/or at open houses. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy.
- 11. FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property.
- 12. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate.
- 13. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm.
- 14. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

DATED THIS 29 DAY OF July, 2014. Are the undersigned the sole owner(s)? ☒ YES ☐ NO

FIRM (COMPANY) Keller Williams Eastside SELLER: Edmund J. Wood

BY: 37131A37B3C3494... SELLER: EZAB9B16DE234DE

Form 7B
Seller Info Undisclosed
Rev. 8/11
Page 1 of 1

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Seller's Information Undisclosed

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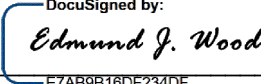
Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 _____ ("Seller")
hereby requests that Keller Williams Eastside _____, ("Listing Firm")
impose the following restriction on showing and sale of the real property located at:
5201 15th Ave NW, Seattle WA 98107 _____ ("the Property").

The Property's listing information includes the property owner's name and phone number, which are only made available to other real estate brokers, not the public.

Seller requests that ☒ Seller's name; ☒ Seller's phone number (206-623-4382) be omitted from the information included in the Property's listing and shall not be made available to other real estate brokers.

A buyer's broker is permitted to contact Seller to inform Seller that the broker has an offer or counteroffer to present to Seller, after the buyer's broker informs the Listing Firm of the offer. A buyer's broker is also permitted to contact Seller to present an offer or counteroffer to Seller if the Listing Firm fails to timely respond to buyer's broker. In addition, under certain circumstances, a buyer's broker may contact Seller to schedule a showing of the Property.

Seller understands that this restriction may delay the presentation of an offer if the Listing Firm is unavailable at the time of the offer or counteroffer. Seller understands that this restriction may limit the number of potential buyers that view the Property if the Listing Firm is unavailable at the time a potential buyer wishes to view the Property. Seller also understands that this restriction may inhibit the sale of the Property.

Seller's Signature:  _____ Date: 7/29/14 _____
E7AB9B16DF234DF...

Seller's Signature: _____ Date: _____

Form 7G
Third Party Fee
Rev. 8/11
Page 1 of 1

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Third Party Fee

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ALL RIGHTS RESERVED

Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 _____ ("Seller")
hereby requests that Keller Williams Eastside _____, ("Listing Firm")
impose the following restriction on showing and sale of the real property located at:
5201 15th Ave NW, Seattle WA 98107 _____ ("the Property").


Seller requests that the buyer pay a separate, lawful fee to a third party as detailed below.

Seller understands that this restriction may limit the number of potential buyers that view the Property because some buyers may not be willing to pay such a fee. Seller also understands that this restriction may inhibit the sale of the Property.

Amount of Fee: \$ See Attached Exhibit B

Third Party Receiving Fee (Company Name): Edmund J. Wood, Bankruptcy Trustee

Reason for Fee:
11 USC 326

Seller's Signature:  _____ Date: 7/29/14

Seller's Signature: _____ Date: _____

Form 7H
Pre-Approval
Rev. 8/11
Page 1 of 1

**SELLER'S REQUEST FOR
RESTRICTION ON SHOWING AND SALE**
Pre-Approval by an Identified Lender

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Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 ("Seller")
hereby requests that Keller Williams Eastside, ("Listing Firm")
impose the following restriction on showing and sale of the real property located at:
5201 15th Ave NW, Seattle WA 98107 ("the Property").

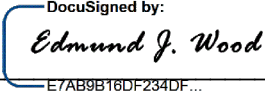
Seller requests that potential buyers be pre-qualified or pre-approved by the lender identified below.

Seller understands that this restriction may limit the number of potential buyers that view the Property because some buyers may not be willing to comply with such a request. Seller also understands that this restriction may inhibit the sale of the Property.

Lender: Dana Peterson - Cobalt Mortgage

Reason for Restriction:

11 USC 326

Seller's Signature:  E7AB9B16DF234DF... Date: 7/29/14

Seller's Signature: _____ Date: _____

AMENDMENT TO EXCLUSIVE LISTING AGREEMENT

This amends the Exclusive Listing Agreement ("Agreement") dated July 29, 2014 , 1
between Edmund J. Wood, Chapter 7 Bankruptcy Court Trustee for Allen (Donna) 14-14184 ("Seller") 2
and, Keller Williams Eastside ("Firm") 3
concerning the property, listing no. _____, commonly known as 5201 15th Ave NW , 4
in the City of Seattle _____, County of King _____, State of WA, Zip 98107 . 5

SELLER AND FIRM AGREE AS FOLLOWS: 6

- ☐ **Price Change.** The listing price is changed to \$ _____ . 7
- ☐ **Agreement Extended.** The Agreement is extended until midnight of _____ . 8
If the Agreement expired prior to the parties' execution of this Amendment, the Agreement (and any prior 9
Amendments thereto) are incorporated herein by this reference and this Amendment shall constitute a new 10
Exclusive Listing Agreement. 11
- ☒ **Other:** 12

Seller Authorizes Listing Broker to change the listing price at Listing Broker's discretion as needed to procure a buyer 13
comply with a lender's pricing requirements. 14

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged. 24

DATED THIS 29 DAY OF July _____, 2014 _____ 25
FIRM (COMPANY) Keller Williams Eastside SELLER Edmund J. Wood 26
BY 37131A57B3C5494... SELLER _____ 27

EXHIBIT "B"**Edmund J. Wood, Chapter 7 Bankruptcy Trustee**

Allen (Donna)

14-14184

Trustee Fee Calculations

\$50,000 - \$235,000 = \$15,000

\$240,000 - \$1,000,000 = 5.5% + \$3,250.00

\$1,000,000 and higher = 3% + \$25,750.00

Value	Fee
\$240,000.00	\$15,250.00
\$245,000.00	\$15,500.00
\$250,000.00	\$15,750.00
\$255,000.00	\$16,000.00
\$260,000.00	\$16,250.00
\$265,000.00	\$16,500.00
\$270,000.00	\$16,750.00
\$275,000.00	\$17,000.00
\$280,000.00	\$17,250.00
\$285,000.00	\$17,500.00
\$290,000.00	\$17,750.00
\$295,000.00	\$18,000.00
\$300,000.00	\$18,250.00
\$305,000.00	\$18,500.00
\$310,000.00	\$18,750.00
\$315,000.00	\$19,000.00
\$320,000.00	\$19,250.00
\$325,000.00	\$19,500.00
\$330,000.00	\$19,750.00
\$335,000.00	\$20,000.00
\$340,000.00	\$20,250.00
\$345,000.00	\$20,500.00
\$350,000.00	\$20,750.00
\$360,000.00	\$21,250.00
\$370,000.00	\$21,750.00
\$380,000.00	\$22,250.00
\$390,000.00	\$22,750.00
\$400,000.00	\$23,250.00
\$410,000.00	\$23,750.00
\$420,000.00	\$24,250.00
\$430,000.00	\$24,750.00
\$440,000.00	\$25,250.00
\$450,000.00	\$25,750.00

Value	Fee
\$460,000.00	\$26,250.00
\$470,000.00	\$26,750.00
\$480,000.00	\$27,250.00
\$490,000.00	\$27,750.00
\$500,000.00	\$28,250.00
\$510,000.00	\$28,750.00
\$520,000.00	\$29,250.00
\$530,000.00	\$29,750.00
\$540,000.00	\$30,250.00
\$550,000.00	\$30,750.00
\$560,000.00	\$31,250.00
\$570,000.00	\$31,750.00
\$580,000.00	\$32,250.00
\$590,000.00	\$32,750.00
\$600,000.00	\$33,250.00
\$610,000.00	\$33,750.00
\$620,000.00	\$34,250.00
\$630,000.00	\$34,750.00
\$640,000.00	\$35,250.00
\$650,000.00	\$35,750.00
\$660,000.00	\$36,250.00
\$670,000.00	\$36,750.00
\$680,000.00	\$37,250.00
\$690,000.00	\$37,750.00
\$700,000.00	\$38,250.00
\$710,000.00	\$38,750.00
\$720,000.00	\$39,250.00
\$730,000.00	\$39,750.00
\$740,000.00	\$40,250.00
\$750,000.00	\$40,750.00
\$760,000.00	\$41,250.00
\$770,000.00	\$41,750.00
\$780,000.00	\$42,250.00

Value	Fee
\$790,000.00	\$42,750.00
\$800,000.00	\$43,250.00
\$810,000.00	\$43,750.00
\$820,000.00	\$44,250.00
\$830,000.00	\$44,750.00
\$840,000.00	\$45,250.00
\$850,000.00	\$45,750.00
\$860,000.00	\$46,250.00
\$870,000.00	\$46,750.00
\$880,000.00	\$47,250.00
\$890,000.00	\$47,750.00
\$900,000.00	\$48,250.00
\$910,000.00	\$48,750.00
\$920,000.00	\$49,250.00
\$930,000.00	\$49,750.00
\$940,000.00	\$50,250.00
\$950,000.00	\$50,750.00
\$960,000.00	\$51,250.00
\$970,000.00	\$51,750.00
\$980,000.00	\$52,250.00
\$990,000.00	\$52,750.00
\$1,000,000.00	\$53,250.00